NOTICE OF AGRICULTURAL LEASE SALE BY
SEALED BIDS TO BE OPENED AT
2:00 P.M. April 6th , 2016
All mailed bids must be received by April 5th, 2016

The Commission of the Oklahoma Department of Wildlife Conservation (ODWC), State of Oklahoma, invites sealed bids for an agricultural lease upon the following terms covering the tract(s) of land hereinafter described:

Terms of Lease: **Washita Arm** Wildlife Management Area (WMA), Lease # **6**, for a **5.5** crop year period. A crop year period is defined as February 1 - January 31 for summer crops and August 1 - July 31 for fall crops. Summer crops include but are not limited to: corn, milo, soybeans, beans and sunflowers. Fall crops include but are not limited to: winter wheat. The lease will expire on August 1, **2021** for fall crops and February 1, **2021** for summer crops.

Bids shall be for cash and other considerations. All bids must be accompanied by a remittance in the amount of twenty-five percent (25%) of each bid as earnest money. The successful bidder will be allowed thirty (30) days from date of bid acceptance to pay the balance of the first lease payment. Such bidder shall be liable for the full amount of bid, provided that failure to comply with any of the terms thereof will be grounds for forfeiture of earnest money as liquidated damages for such breach. Subsequent lease payments will be due on **February 1, 2017, 2018, 2019, 2020**. Checks will be promptly returned to unsuccessful bidders. The ODWC reserves the right to reject any and/or all bids.

LEASE CONDITIONS

1. The lessee may harvest only one (1) approved crop off each field during the annual crop year period, unless stated otherwise in the lease provisions. Approved crops are listed in the lease.
2. The lessee will be required to plant ten percent (10%) of the lease acreage to a crop for ODWC use. The crop, its location and its use will be determined by the ODWC representative, the lessee will not pay cash rent on such acreage.
3. The lessee may not use "cover strips" (as shown on attached maps) as turn rows, field roads or parking areas. These "cover strips" are areas identified by the ODWC representative to be left idle, not farmed.
4. All "Restricted Use Pesticides" are prohibited. Prior written approval must be obtained from ODWC for all "General Use Pesticides".
5. Native grass hay (prairie hay) can only be cut during July. All other hay crops, except alfalfa, can only be cut from July 1 - September 1, unless stated otherwise in the lease provisions. Alfalfa may be cut as needed to maintain the crop, unless special restrictions apply and are listed in the lease provisions.
6. Crop residues cannot be baled, unless stated otherwise in the lease provisions.
7. Wheat and oat residues may be cultivated after harvest of the crop, unless stated otherwise in the lease provisions. All other crop residues cannot be cultivated before February 1, except corn and grain sorghum residues which may be chisel plowed one (1) time prior to February 1, unless special restrictions apply and are listed in the lease provisions.
8. The lessee is responsible for excluding livestock from all planting. Grazing is prohibited on all lands owned or managed by the ODWC unless included in lease provisions.
9. Soil tests are recommended on all fields and minimum fertilization rates are to be applied on all planting. Costs of such tests shall be borne by the lessee.
10. The lessee will be responsible for reporting all crop acreage to the county CFSA office. Lessee may enroll in government CFSA farm programs on his/her portion (90% of the total lease

acreage) of the lease.

11. The lessee shall repair any damage to ODWC roads, gates and/or facilities resulting from his/her operations.
12. The lessee shall burn no grassland, crop residue, weed patches, fence rows, dead timber or any other material on the lease area without prior approval from the ODWC representative.
13. The lessee shall maintain the lease area free of litter and other solid waste resulting from his/her agricultural operations.
14. The right is hereby reserved to representatives of the ODWC to enter upon the lease area at any time for any purpose necessary or convenient for the conduct of activities related to the primary purpose of the WMA. The lessee shall have no claim for damages of any character on account thereof against the ODWC or any representative thereof.
15. Hunters and other consumptive and non-consumptive users of the lease area shall be granted free foot access at all times, provided that such use does not significantly damage the lessee's unharvested crops.
16. Agricultural operations shall not be conducted during any restricted periods listed. Deer muzzleloader and regular deer gun season
17. The lessee shall neither transfer nor assign this lease, nor sublet the demised premises or any part thereof, nor grant any interest, privilege or license whatsoever in connection with this lease.
18. The lessee shall cut no standing timber; conduct no mining operations; remove no sand, gravel or kindred substances from the ground except in the exercise of mineral rights heretofore reserved to the record owner thereof; commit no waste of any land; or in any manner substantially change the contour or conditions of the property except changes for soil and water conservation practices approved by the ODWC.
19. At the discretion of the ODWC Director, a lease may be terminated at any time for failure to comply with any of the terms, conditions, or provisions; for the violation of any rule or regulation in force on the WMA by the lessee or his/her agent or representative; or for a violation of a fish or wildlife regulation by the lessee resulting in a conviction; and provided that in case of such termination, no remission or charges shall be made against the ODWC or any representative thereof.

LEASE PROVISIONS

WMA: Washita Arm Wildlife Management Area, Lease #6 (Fields # 1-7), Portions of: Sec. 5 of T4S, R5E, Johnston County, OK

Location: (Map attached) Approximately 3 miles west of Ravia.

Approved Crops: corn, milo, soybeans, beans, peas, wheat, sunflower, oats, peanuts, and alfalfa

Field# 1/ 2.4 ac., #2/ 10.8 ac., #3/ 4.6ac., #4/ 14ac., #5/ 18.6ac., #6/ 15.4ac., #7/ 60.1ac.
Total 125.9 acres

Specific lease provisions:

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1. Double cropping will be permitted if the lessee uses no-till farming methods to plant a secondary crop. If double cropping, the ODWC's 10% will be left in the field from one of the crops as designated by the ODWC area biologist.

2. 10% percent of all crops will be left standing in strips distributed evenly across each field as prescribed by the area biologist.
3. If peanuts or alfalfa are the approved crop, the ODWC's 10% portion may be harvested by lessee. Alfalfa must be maintained in fair condition.
4. Crop residues may be bailed to enhance wildlife use and facilitate planting operations.
5. If conditions warrant, fields that are to be put into one of the approved crops may be baled to facilitate planting operations.
6. All fields must be planted to an approved crop annually.
7. Spring oats may be planted if using a double crop system with no till methods; or can be double cropped if soil is tilled after Feb. 1. Spring oats can't be the only approved crop planted in a calendar year.
8. Winter crops must be planted by October 15 .

BIDDING PROCEDURE

All bids must be signed and 25% of the bid total must be remitted with the bid. All bids must be in an envelope with the opening date **April 6th, 2016** and **Washita Arm WMA lease # 6** marked on the front.
Note**: Mailed bids must be received by April 5th, 2016**
Note: Improperly marked envelopes may be rejected. All bids must be mailed to: **Oklahoma Department of Wildlife Conservation, Attn: Bill Dinkines, Assistant Chief Wildlife Division, P.O. BOX 53465 Oklahoma City, Oklahoma, 73152**. No bids will be accepted after 2:00 P.M. on the opening date. For additional information contact the ODWC representative, **John Carter at (405)823-8383**.

Minimum Bid Required: $ 10.00 /Acre ODWC Acres(10%): 12.6

NOTE: TO BE FILLED IN BY BIDDER

Bid($)/Acre x Acres Bid on = Total Bid($)

$ ____ x 113.3 ac = $_____

Earnest Money: Total Bid($) x 25% = $ Submitted With Bid

$ x .25 = $_____

_____	_____	_____	_____
Bidder Signature	**Date**	**ODWC Signature**	**Date**

Note: If awarded the lease, this document will serve as the Lease Agreement.
Washita Arm lease # 6 **Ag Lease Agreement form:** Revised Feb. 2013

Sec. 5 T4s R5e

LEASE #6

125.9 ACRES

12.60 DWC

B:D
113.3

Map Printed:May 11, 2005